

Aurandt hereto covenants and agrees that he will not institute, prosecute, or in any way aid in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, expenses or compensation, which he, his heirs, successors and/or assigns, ever had, now have or hereafter can, shall or may have against RBI, Partel, Parker, each member of the Parker Board, Mercer, AWN, KEB, Barbara Williamson, Linda Hendrickson, and/or George Mattmiller for, on account of, arising out of, by reason of, or in any manner relating to STV, relating to any actions taken prior to Closing by Parker as President or director of STV, relating to Aurandt's ownership of shares of stock in STV, or relating to any office Aurandt holds or may have held in STV, from the beginning of the world to the date of Closing.

At Closing, Mike Parker and Linda Hendrickson shall each resign as President and Director of STV, effective the day before their respective purported election^s to those offices. Notwithstanding these resignations, all parties hereto agree that the voting of the STV shares in RBI at the Special Shareholders Meeting and at the 1992 Shareholders Meeting by Mike Parker was valid and a duly authorized action on behalf of STV.

21. RBI Release I. At Closing, Aurandt shall execute and deliver to Parker the Release of RBI in the form of Exhibit YY hereto ("RBI Release I").

22. RBI Release II. At Closing, Mrs. Aurandt shall execute

and deliver to Parker the Release of RBI in the form of Exhibit ZZ hereto ("RBI Release II").

23. RBI Release III. At Closing, the Aurandt Trust shall execute and deliver to Parker the Release of RBI in the form of Exhibit AAA hereto ("RBI Release III").

24. RBI Release IV. At Closing, R & S shall execute and deliver to Parker the Release of RBI in the form of Exhibit BBB hereto ("RBI Release IV"), and the Board of Directors of R & S shall adopt and deliver to Parker resolutions authorizing the execution of the RBI Release IV in the form of Exhibit CCC hereto (the "R & S Release Resolutions").

25. RBI Release V. At Closing, Linton, L & G and LGD shall execute and deliver to Parker the Release of RBI from all claims other than claims for the payment of fees for legal services rendered or costs incurred in the representation of RBI, in the form of Exhibit DDD hereto ("RBI Release V").

26. RBI Release VI. At Closing, Mercer, AWN and KEB shall execute and deliver to Parker the Release of RBI from all claims other than claims for the payment of fees for legal services rendered or costs incurred in the representation of RBI, in the form of Exhibit EEE hereto ("RBI Release VI").

27. Aurandt Settlement Resolutions and Resignations. At Closing, the Aurandt Board shall adopt and deliver to Parker resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the Aurandt Officers or deemed by the Aurandt Officers to be necessary or

conducive to the performance of the terms of this Agreement, in the form of Exhibit FFF attached hereto (the "Aurandt Settlement Resolutions"). In addition, at Closing, Linton, as Secretary of RBI, shall execute and deliver to Parker a certification of all resolutions required to be adopted by the Aurandt Board pursuant to this Agreement and a certificate of incumbency regarding the Aurandt Officers. In addition, at Closing, all members of the Aurandt Board (other than Parker and Clymer) shall resign as members of the Board of Directors of RBI effective at Closing and all other Aurandt Officers (other than Parker) shall resign from their respective offices effective at Closing. All Aurandt Officers shall deliver their written resignations to Parker at Closing.

28. STV Settlement Resolutions. At Closing, the STV Board shall adopt and deliver to Parker resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the officers of STV or deemed by the officers of STV to be necessary or conducive to the performance of the terms of this Agreement, in the form of Exhibit GGG attached hereto (the "STV Settlement Resolutions"). In addition, at Closing, Linton, as Secretary of STV, shall execute and deliver to Parker a certification of all resolutions required to be adopted by the STV Board pursuant to this Agreement and a certificate of incumbency regarding the STV Board and all officers of STV.

29. Parker Settlement Resolutions. At Closing, the Parker Board shall adopt and deliver to Linton resolutions authorizing the execution of this Agreement and all other documents required therein to be executed by the Parker Officers or deemed by the Parker Officers to be necessary or conducive to the performance of the terms of this Agreement, in the form of Exhibit HHH attached hereto (the "Parker Settlement Resolutions"). In addition, at Closing, Mercer as Secretary of RBI shall execute and deliver to Linton a certification of all resolutions required to be adopted by the Parker Board pursuant to this Agreement and a certificate of incumbency regarding the Parker Officers.

30. Warranties.

(a) Each of the parties hereto represents and warrants that:

(i) This Agreement has been duly and validly executed by such party hereto and constitutes a valid legally binding agreement of such party and is enforceable against him in accordance with its terms (subject to the approval of the Bankruptcy Court); and

(ii) The performance of this Agreement and the consummation of the transactions contemplated herein, upon the approval of the Bankruptcy Court, will not result in any breach or violation of any order, rule, or regulation of any court or governmental agency or body having jurisdiction over such party or any of his activities or properties; or any statute, indenture,

mortgage, deed of trust, lease, loan agreement or instrument to which such party is a party or by which he is bound, or to which his property is subject;

(b) Each of the parties hereto which is an entity, further represents and warrants that:

(i) Such entity, if a corporation, is a duly and validly organized and existing corporation in good standing under the laws of the Commonwealth of Pennsylvania (or in the case of Partel, the State of Washington) with full corporate power to carry on its business, and is legally qualified to do business as a foreign corporation in good standing in each jurisdiction wherein the nature of its activities or of its properties owned or leased makes such qualification necessary;

(ii) The board of directors of such entity (if a corporation), or the general partners of such entity (if a partnership), or other applicable and appropriate officers (if entity is neither) have duly approved this Agreement and the transactions contemplated hereby and have authorized the execution and delivery of this Agreement.

(c) Parker, Linton and Aurandt each represent and warrant that he has authority to execute this Agreement on behalf of the Parker Parties, Linton Parties and Aurandt Parties, respectively.

(d) This Agreement shall be executed on behalf of RBI by the appropriate Aurandt Officers and the appropriate Parker Officers and shall be approved by both the Aurandt Board and by the Parker Board. In connection therewith Aurandt and Linton represent and warrant that the Aurandt officers executing this Agreement are authorized by the Aurandt Board to do so on behalf of RBI and that Linton, Aurandt, Mrs. Aurandt, Parker and Clymer are the only members of the Aurandt Board. Parker represents and warrants that the Parker Officers executing this Agreement are authorized by the Parker Board to do so on behalf of RBI and that Parker, Clymer, Cohen, McCracken and Rose are the only members of the Parker Board.

(e) This Agreement shall be executed on behalf of STV by Aurandt as President, and Linton as Secretary and shall be approved by Linton and Aurandt, as the board of directors (the "STV Board"). In connection therewith, Aurandt warrants that he and Linton hold the offices set forth after their names, that they are authorized by the STV Board to execute this Agreement and any documents signed pursuant thereto, and that Linton and Aurandt are the only members of such Board.

(f) The foregoing representations and warranties shall survive Closing and the consummation of the transactions contemplated by this Agreement notwithstanding any investigation made heretofore or hereafter by any party.

31. Approval of Bankruptcy Court. This Agreement and the transactions contemplated hereunder are conditioned upon approval of this Agreement by final order of the Bankruptcy Court. All parties shall be available for testimony at the hearings held by the Bankruptcy Court on approval of this Agreement, if required by the Court or deemed necessary by Parker, Linton, or Aurandt. All parties hereto submit to the jurisdiction of the Bankruptcy Court and the U.S. District Court for the Eastern District of Pennsylvania.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

33. Assignment. This Agreement shall not be assigned by any party.

34. Notices. All notices, demands and other communications which may be or are required to be given hereunder or with respect hereto shall be in writing, shall be given either by personal delivery, by U.S. First Class mail, Express Mail, or telegraph, and shall be deemed to have been given or made when personally delivered or when dispatched in the mail, or by telegraph, addressed as follows:

- (i) For Parker, Partel, Mercer, Clymer, Cohen, McCracken, Rose, Parker Board, Parker Officers, Krusen Evans & Byrne, AWN, and for Parker Parties:

Mike Parker
22720 S.E. 410th Street
Enumclaw, WA 98022

with a copy to:
H. Marvin Mercer, III, Esquire
Krusen Evans & Byrne
1100 The Curtis Center
601 Walnut Street
Philadelphia, PA 19106

- (ii) For Linton, Aurandt, Mrs. Aurandt, Aurandt Board, Aurandt Officers, LG, LGD, Aurandt Parties, R & S, Aurandt Pension Plan, and for STV:

Jack Linton, Esquire
Linton, Giannascoli & Dorko
519 Walnut Street
P.O. Box 461
Reading, PA 19603

Dr. and Mrs. Henry N. Aurandt
9 Covington Court
Hilton Head Island, SC 29928

Raymond Schlegel, Esquire
Roland & Schlegel, P.C.
627 N. Fourth Street
P.O. Box 902
Reading, PA 19603-0902

35. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes and cancels any and all prior agreements between the parties relating to the subject matter hereof.

36. Captions. The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

37. Waiver of Provisions. The terms, covenants, representations, warranties or conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at anytime or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver

by any party of any condition, or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

38. Indemnification by Aurandt. Aurandt and Mrs. Aurandt shall and hereby agree to hold harmless Partel, Parker, Mercer, Parker Officers, Linton, KEB and/or AWN at all times from and after the date of this Agreement against and in respect to any damages, hereinafter defined. Damages, as used herein, shall include any claim, action, loss, cost, expense, liability, penalty, or damage, including, without limitation counsel fees, and other costs and expenses incurred in investigation or in attempting to avoid the same or oppose the imposition thereof, resulting to such parties from breach or default in performance by Aurandt, Mrs. Aurandt or the Aurandt Parties of any of the obligations which are to be performed by Aurandt, Mrs. Aurandt or the Aurandt Parties hereunder.

39. Expenses. The parties will pay their own expenses incurred by them in connection with and arising out of this Agreement and the transactions contemplated hereby.

40. Governing Law. This Agreement and all disputes relating thereto shall be governed by the laws of the Commonwealth of Pennsylvania.

Agreement is conditioned upon the concurrent performance and closing of the Massey Settlement Agreement and of the Voting Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

Attest:

Jack Linton, Esquire
Secretary

READING BROADCASTING, INC.

By:

Henry N. Aurandt, M.D.
President
Reading Broadcasting, Inc.

Attest:

H. Marvin Mercer, III, Esquire
Secretary

READING BROADCASTING, INC.

By:

Mike Parker
President

Attest:

Witness

KRUSEN EVANS & BYRNE

By: 

Attest:

Witness

ASTOR WEISS & NEWMAN

By: _____

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Secretary

By: Henry N. Aurandt, M.D.
President
Reading Broadcasting, Inc.

Attest:

READING BROADCASTING, INC.

H. Marvin Mercer, III, Esquire
Secretary

By: Mike Parker
President

Attest:

KRUSEN EVANS & BYRNE

Witness

By: _____

Attest:

ASTOR WEISS & NEWMAN

Janick DeCastro
Witness

By: A B Dubruff

Attest:

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

Witness

PARTEL, INC.

By

Mike Parker
President

Mike Parker

H. Marvin Mercer, III,
Esquire

Robert Clymer, M.D.

Rev. Frank McCracken

Meyer C. Rose, Judge

Irvin Cohen

Jack Linton, Esquire

Henry N. Aurandt, M.D.

Helen N. Aurandt

Attest:

PARTBL, INC.

By:

Mike Parker
President

Witness

Mike Parker

Witness

H. Marvin Mercer, III,
Esquire

Witness

R. H. Clymer

R. H. Clymer
Robert Clymer, M.D.

Witness

Rev. Frank McCracken

Witness

Meyer C. Rose, Judge

Witness

Irvin Cohen

Witness

Jack Linton, Esquire

Witness

Henry N. Aurandt, M.D.

Witness

Helen N. Aurandt

Attest:

PARTEL, INC.

By:

Mike Parker
PresidentWitnessMike ParkerWitnessH. Marvin Mercer, III,
EsquireWitnessRobert Clymer, M.D.WitnessRev. Frank McCrackenWitnessMeyer C. Rose
Meyer C. Rose, JudgeWitnessIrvin CohenWitnessJack Linton, EsquireWitnessHenry N. Aurandt, M.D.WitnessHelen N. Aurandt

Attest:

PARTEL, INC.

By:

Mike Parker
President

Witness

Mike Parker

Witness

H. Marvin Mercer, III,
Esquire

Witness

Robert Clymer, M.D.

Witness

Rev. Frank McCracken

Witness

Meyer C. Rose, Judge

Witness

Irvin Cohen

Witness


Jack Linton, Esquire

Witness

Henry N. Aurandt, M.D.

Witness

Helen N. Aurandt

Attest:

PARTEL, INC.

By:

Mike Parker
President

Witness

Mike Parker

Witness

H. Marvin Marox, III,
Esquire

Witness

Robert Clymer, M.D.

Witness

Rev. Frank McCrackan

Witness

Meyer C. Rose, Judge

Witness

Irvin Cohen

Witness

Jack Linton, Esquire

Witness


Henry N. Aurandt, M.D.

Witness


Helen N. Aurandt

Attest:

Secretary

LINTON & GIANNASCOLI, P.C.

By: Jack Linton
Jack Linton, Esquire
Title President

Attest:

Secretary

LINTON, GIANNASCOLI & DORKO,
P.C.

By: Jack Linton
Jack Linton, Esquire
Title President

Attest:

Secretary

ROLAND & SCHLEGEL, P.C.

By: _____
Title _____

Attest:

Jack Linton
Jack Linton, Esquire
Secretary

STV READING, INC.

By: _____
Henry N. Aurandt, M.D.
President

Attest:

Witness

LINTON PARTIES

By: Jack Linton
Jack Linton, Esquire

Attest:

Secretary

LINTON & GIANNASCOLI, P.C.

By: _____
Jack Linton, Esquire
Title _____

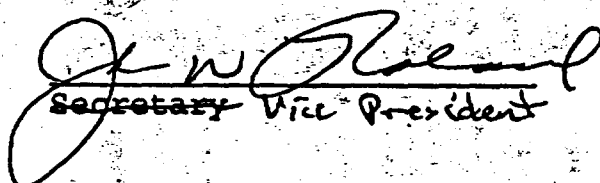
Attest:

Secretary

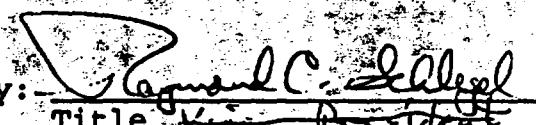
LINTON, GIANNASCOLI & DORKO,
P.C.

By: _____
Jack Linton, Esquire
Title _____

Attest:


Secretary Vice President

ROLAND & SCHLEGEL, P.C.

By: 
Title ~~Vice President~~
Secretary

Attest:

Jack Linton, Esquire
Secretary

STV READING, INC.

By: _____
Henry N. Aurandt, M.D.
President

Attest:

Witness

LINTON PARTIES

By: _____
Jack Linton, Esquire

Attest:

Secretary

Attest:

Secretary

Attest:

Secretary

Attest:

Jack Linton, Esquire
Secretary

Attest:

Witness

LINTON & GIANNACCOLI, P.C.

By: Jack Linton, Esquire
Title

LINTON, GIANNACCOLI & BORRO, P.C.

By: Jack Linton, Esquire
Title

ROLAND & SCHLEGEL, P.C.

By: Title

STV READING, INC.

By: Henry N. Aurandt, M.D.
President

LINTON PARTIES

By: Jack Linton, Esquire

Attest:

AURANDT PARTIES

Witness

By:

Henry N. Aurandt, M.D.

Attest:

PARKER PARTIES

Witness

By:

and his attorney

Attest:

HENRY N. AURANDT, M.D., D.O.
EMPLOYER PENSION PLAN &
TRUST AGREEMENT

Witness

By:

Henry N. Aurandt, M.D.
Trustee

Attest:

AURANDT PARTIES

Witness

By: _____

Henry N. Aurandt, M.D.

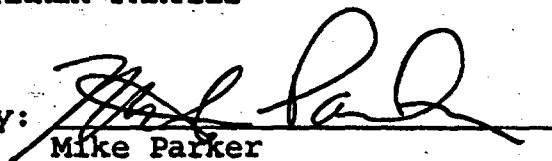
Attest:

PARKER PARTIES



Witness

By: _____


Mike Parker

Attest:

HENRY N. AURANDT, M.D., P.C.
EMPLOYEES PENSION PLAN &
TRUST AGREEMENT

Witness

By: _____

Henry N. Aurandt, M.D.
Trustee